

AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. (SIN) 132-32 Term Software Licenses

Everbridge Inc.

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Contract Number: GS-35F-0692P

Period Covered by Contract: July 19, 2014 - July 18, 2019

General Services Administration Federal Acquisition Service

Pricelist current through Modification # 0016, dated March 2014.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

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SPECIAL ITEM NUMBER 132-32 – TERM SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is 3ategorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

Operating System Software
Application Software
Electronic Commerce (EC) Software
Utility Software
Communications Software
Core Financial Management Software
Ancillary Financial Systems Software
Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

501. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- [] The Geographic Scope of Contract will be domestic and overseas delivery.[] The Geographic Scope of Contract will be overseas delivery only.
- [X] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Everbridge Inc. 500 North Brand Blvd. Suite 1000 Glendale, CA 91203

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Technical Support: (866) 436-4911

Ordering Phone: (818) 230-9739

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. 279:	STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM Block 9: G. Order/Modification Under Federal Schedule Contract: 0007 Block 16: Data Universal Numbering System (DUNS) Number: 130455830 Block 30: Type of Contractor: B. Other Small Business				
	A. B. C. G. L.	Small Disadvantaged Business Other Small Business Large Business Other Nonprofit Organization Foreign Contractor			
		oman-Owned Small BusinessNo ntractor's Taxpayer Identification Number (TIN): 26-2919312			
4a. 4b.	CAGE Code: Contractor has	3PCD2 registered with the Central Contractor Registration Database.			
5.	FOB DESTIN	JATION			
	CONUS (Cont	tinental United States)			
6.	DELIVERY S	SCHEDULE			
a. order (A	TIME OF DEI ARO), as set fort	LIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of the below:			
SPECL	AL ITEM NUM	BER DELIVERY TIME (Days ARO)			
	_132-32	Days			

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

Days

- 7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted, which includes 15% for GSA.
- 8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

- 9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: N/A
- **10. Small Requirements:** The minimum dollar of orders to be issued is \$100.00.
- 11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)
- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:
 Special Item Number 132-32 Term Software Licenses
- 12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.
- 13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.
- 13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.
- 13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.
- 14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)
- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- © Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- © Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
- **15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! Is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! Will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! By accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) – referred to as open market items – to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.
- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NONE		

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

501.SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes_	_X	
No _ The E	IT standar	d can be found at: www.Section508.gov/ .
50	01.PRIMI	E CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.
		rs (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering llow the terms of the applicable schedule and authorization and include with each order –
	(a)	A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
	(b)	The following statement:
		This order is placed under written authorization from dated In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- © The Contractor shall insert the substance of this clause, including this paragraph ©, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

28. AUTHORIZED DEALERS

The listing below outlines Everbridge's official authorized dealier(s):

3South Companies, LLC
 Debbie Koppman
 3636 N. Causeway Blvd, Ste 300
 Metairie, LA 70002

CCR Cage #6GAVO Sales POC – Charlotte Johnson – (225) 571 – 9539 Client Services POC – Mary Kate Donahue (504) 858 – 1955

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

501. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

501. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (866) 436-4911 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8AM to 5PM Pacifict Time.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type):

_____132-32__ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

6. PERIODS OF TERM LICENSES (SIN 132-32)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

- b. Term licenses may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses, the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses orders citing the new appropriation shall be required, if the term licenses is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses is to be continued during the subsequent period.

7. UTILIZATION LIMITATIONS – (SIN 132-32, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) The ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

8. SOFTWARE CONVERSIONS – (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

10. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

11. DESCRIPTION OF SERVICES AND PRICING

SIN 132-32

Everbridge offers a "pure" Software-as-a-Sservice emergency notification system that is simple, reliable, globally scalable, and designed to meet the most demanding applications.

The Everbridge mass notification service enables organizations to:

- Meet Fedeal, State, and Commercial Regulations, Policies ad Directives.
- Meet Federal Continuity of Operations, Continuity of Government, Disaster Recovery, and Employee Accountability requirements.
- Communicate as easily with 10 people as to 10,000.
- Improve effectiveness of Emergency Preparedness Departments, Force Protection, Perimeter Secruity, and Uniformed Security to communicate in times of disaster.
- Eliminate potential failure points due to human error.
- Free key personnel to perform critical tasks by automating manual, time-intensive tasks.
- Eliminate manual after-action reporting with automated reporting.
- Eliminate communication interoperability issues.
 - ...and more!

Government Applications

- Continuity of Operations (COOP), Human Accountability, Disaster Recovery Compliance.
- DoD Compliance with UFC 4-021-01 9 Design and O&M: Mass Notification Systems
- Armed Forces Mass Recall
- Military Logistics Communication
- Family Readiness, Morale Welfare Recreation Programs, Personnel Services, Recruiting Operations
- NIMS Certification
- Security Compliance with NIST Security Guidelines
- Perimeter Security, Chemical Alerts, Weather Monitoring Alerts
- Earthquake Alerts, Bio-Hazard Alerts
- Pandemic Planning Solutions and Mass Messaging according to CDC and World Health Organizations
- Military Recruiting including Parental and Guardina notifications with confirmation
- Incident Command Center managing many incidents to small numbers of recipients with after-action reporting
- Geographic Information (Mapping) mass messaging
- Command Post, Base Fire and Rescue, Military Housing Alerts, and Incident Management
- Educational Facilities with Staff, Employee, Contractors and Students
- Port and Airport Security
- Organization Interoperability
 - ...and more!

Everbridge Mass Notification GSA Pricing Schedule

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility options, interactive reporting and analytics, and enterprise class data management capabilities.

Total Employees, Contractors, Military Personnel	Up to 500	Up to 1000	Up to 1500	Up to 2500	Up to 5000
Annual Fee	\$7,098	\$10,073	\$11,900	\$15,300	\$22,950
One-time Setup Fee	\$568	\$806	\$952	\$1,224	\$1,836
Optional Features					
SMART Weather Alerts	\$1,275	\$1,511	\$1,785	\$2,295	\$3,443
Interactive Visibility	\$2,129	\$3,022	\$3,570	\$4,590	\$6,885
, IPAWS/CMAS	\$850	\$1,007	\$1,190	\$1,530	\$2,295
Mobile Member	\$1,275	\$1,511	\$1,785	\$2,295	\$3,443
Incident Communication	\$2,125	\$3,022	\$3,570	\$4,590	\$6,885
Security Pack (Encryption at rest, secure messaging and remote wipe of mobile messages)	\$1,275	\$1,275	\$1,275	\$1,530	\$2,295

5000+ Employees, Contractors, or Military Personnel is a custom price.

Included System Features for Mass Notification:

- Unlimited Domestic Emergency Alerts Messaging
- Unlimited Administrator Access to the Everbridge System
- Unlimited Nested, Static and Dynamic Groups
- 250 Instabridge and/or Non-Emergency Messages
- 2 Mass Notification Organizations
- Globally Local Calling Access
- Integrated Geo Notification Capability
- Polling Accessibility for Active Data Collection
- Multiple Language Text to Speech Access
- Interactive Dashboard for Organizational Activity Summary
- Graphical and Ad-Hoc Reporting
- Unlimited Notification Templates
- Unlimited Custom Fields, and Opt In Subscriptions

- Self-service Single Contact Record Adjustments
- Self-service Contact Import via CSV Upload
- Bulk Contact Management Automation via Secure FTP
- Automatic Real-time Geocoding of Contact Records
- Mobile Notification Initiation Applications for iOS and Android
- 5 Live Operator Calls, per year
- Customer Branded Public or Private Contact Self Serve Portal
- Self Service Administrative Set-up,
 Configuration and Default Preferences
- Unlimited Access to Everbridge University

Optional and Custom Features

	Annual Fee	One-time Setup Fee
1 Additional Organization	\$425	\$34
Distributed contact storage, per geographic location	\$3,570	\$285
Custom branded domain for Opt-in Portal	\$1,785	\$143
Additional Live Operator Calls	\$64	
Everbridge Open API Annual Access Fee (for Contract		
Integration & Management Only)	\$2,125	
Everbridge Open API Annual Access Fee (Max of 100 Broadcsts)	\$2,975	
Everbridge Open API Annual Access Fee (Max of 500 Broadcsts)	\$4,888	
Everbridge Open API Annual Access Fee (Max of 2,500 Broadcasts)	\$10,838	
Everbridge Open API Annual Access Fee (2,500 + Broadcasts)	Custom Price	

Usage in the United States

Ann	iual Fee
10,000 Message Minutes \$	1,063
25,000 Message Minutes \$	2,763
50,000 Message Minutes \$	5,313
100,000 Message Minutes \$1	10,625
500,000 Message Minutes \$5	3,125
500,000+ Message Minutes Cust	om Price

Usage outside the United States

10.00014	\$2,975
10,000 Message Minutes	

10,000+ Message Minutes Custom Price

Everbridge Aware GSA Pricing Schedule

Everbridge Aware is designed for the most demanding emergency notification situations yet is simple enough to be used for efficient day-to-day mass communication.

Total Employees, Contractors, Military Personnel	Up to 250	251 – 500	501 – 1,000	1,001 – 2,500	2,501 – 5,000
Annual Fee	\$6,796	\$11,046	\$16,146	\$23,840	\$29,746
One-time Setup Fee & Web Training	\$1,359	\$2,209	\$3,229	\$4,589	\$5,949
Maintenance update to Mass Notification	\$0	\$0	\$0	\$0	\$0
Optional Features: (Annual Fee)					
Delete Member Mgr.	\$(1,338)	\$(1,338)	\$(1,338)	\$(1,785)	\$(1,785)
Group Leader Fr-To Advanced Function	\$846	\$846	\$846	\$846	\$846
MobiLaunch	\$846	\$846	\$846	\$1,696	\$1,696
	\$846	\$846	\$846	\$1,696	\$1,696
QuickLaunch	\$2,121	\$3,613	\$5,313	\$7,646	\$10,196
Federal Accountability / Premium Call In	32,121	33,013	<i>\$3,</i> 313	\$7,040	\$10,150
Agency Bulletin Board Call-In	\$2,546	\$2,546	\$2,546	\$2,546	\$2,546
Additional Sub-Organizations	\$846	\$846	\$846	\$846	\$846
User-Defined Fields – 5 Additional	\$890	\$890	\$890	\$890	\$890
Included System Features:					
Message/Unit Minutes	2,500	5,000	10,000	15,000	20,000

5,000+ Employees, Contractors, or Military Personnel is a custom price.

Included System Features:

- Message/Unit Minutes (for pricing, see above)
- Customer Caller ID
- User Defined fields (5)
- Multi-Language Support
- Simultaneous Voice/Text Messaging
- Instant Conference Bridge Notification
- Advanced Polling Notification
- Dashboard and Ad-hoc Reporting
- Contact Member Manager
- Quota Notification
- Life Operator Access

Optional and Custom Features

	Annual Fee	One-time Setup Fee			
Broadcast API (per Org)	\$23,375	\$10,625			
Query API (per Org)	\$6,796	\$2,125			
Trigger API (per device trigger)	\$4,246	\$6,796			
Custom Site Rebranding	\$3,221	\$17,895			
Custom URL	\$5,816	n/a			
Express Call – Disaster Recovery, Alt Facility	\$8,496	\$2,125			
Prepaid, 100,000 Domestic minutes/IM/SMS Messages	\$16,996				
Individual EC Minutes/SMS/IM (Paid Arrears)	\$0.45				
Custom Opt-In Portal	Custom Price	Custom Price			
C&A Submittal (Documentation and/or vulnerability audit)	Custom Price				
Optional GIS Notification	Custom Price				
Optional Minutes Block					
10,000 Block	\$1,063				
25,000 Block	\$2,763				
50,000 Block	\$5,313				
100,000 Block	\$10,625				
500,000 Block	\$53,125				
Optional Organizational Hierarchy (Mandatory Custom					
Setup, Training, and Client Support	Custom Price				

Everbridge Training and Consulting GSA Pricing Schedule

Everbridge Professional Services offerings address the unique challenges of your organization, operational requirements and training needs. Everbridge expertise and assistance are available for:

- Training and Documentation Support
- Customized Implementation Services
- Operational Integration and Best Practices Programs
- Web Services Implementation and Data Management Assistance

	Fees (T&E included)	Fees (T&E Billed Separately)
Education Services Web Delivery Training On-Site Training	Delivered Remotely \$3,294/day	\$170/hour \$2,019/day
Professional Services Consulting Services Technical Services	\$259/hour -	\$200/hour \$153/hour

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Everbridge, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Steve Kirchmeier (818) 230 – 9728, steve.kirchmeier@everbridge.com; Fax (818) 484-2299.

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

•	the administrative costs	of acquiring commercial ite	l (<u>Contractor</u>) enter into a cooperative ms from the General Services
11.	cuments, solicitations an	d the evaluation of offers.	costs such as: search for sources; the Teaming Arrangements are permitted on Regulation (FAR) 9.6.
	ne schedule contract. The	•	nating the need for repetitive, irchasing mechanism for the ordering
Signatures			
Ordering Activity	Date	Contractor	Date

BPA NUMBER

(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

	ctor agr			s), Blanket Purchase Agr te Agreement (BPA) EXCLUSIVELY V	
(1) to the to		ollowing contract items can be ordered conditions of the contract, except		nis BPA. All orders placed against this I	BPA are subject
		EL NUMBER/PART NUMBER		*SPECIAL BPA DISCOUNT/PRICE	
					• •
(2)	Delive	ery:			
	DEST	INATION		DELIVERY SCHEDULES / DATES	
(3) will be	The o		not guarant	ee, that the volume of purchases through	h this agreement
(4)	This I	BPA does not obligate any funds.			
(5)	This I	BPA expires on	_ or at the	end of the contract period, whichever is	earlier.
(6)	The following office(s) is hereby authorized to place orders under this BPA:				
	OFFI	CE		POINT OF CONTACT	
					•
(7)	Order	s will be placed against this BPA vi	a Electroni	c Data Interchange (EDI), FAX, or pape	er.
(8) slips th		s otherwise agreed to, all deliveries contain the following information a		BPA must be accompanied by delivery m:	tickets or sales
•	(a)	Name of Contractor;			
	(b)	Contract Number;			
	(c)	BPA Number;			
	(d)	Model Number or National Stoc	k Number ((NSN);	
	(e)	Purchase Order Number;			
	(f)	Date of Purchase			

- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.